

This instrument was prepared by and
upon recording should be returned to:

HOPPING GREEN & SAMS P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

(This space reserved for Clerk)

GRANT OF EASEMENT

THIS GRANT OF EASEMENT (this "**Easement**") is made as of this 23rd day of June, 2021, by the **LAKEWOOD RANCH GOLF COMPANY, L.L.C.**, a Florida limited liability company (the "**Grantor**"), to and in favor of certain Owners of adjacent Lots, as the terms "Owners" and "Lots" are defined herein ("**Grantee**").

WHEREAS, the Grantor is the fee simple record owner of that certain lake and drainage tract (the "**Tract**") described on **Exhibit A**, which is attached hereto and incorporated herein by this reference;

WHEREAS, the Grantor wishes to grant to the record landowners ("**Owners**") of certain residential lots ("**Lots**") located immediately adjacent to each Tract a perpetual, non-exclusive drainage easement over said Tract for the purposes of installing, operating, and maintaining drainage pipes extending from said Lots to the waterline within said Tract ("**Drainage Pipes**"), subject to the terms and conditions herein; and,

WHEREAS, said Lots located immediately adjacent to each Tract are more specifically described on **Exhibit B** attached hereto and incorporated herein by this reference;

NOW, THEREFORE, for good and valuable consideration to it in hand paid by the Owners, the receipt and sufficient whereof are hereby acknowledged, the Grantor hereby grants, bargains, and conveys an easement to the Owners of the Lots subject to the terms and conditions more specifically provided below.

1. **Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement.

2. **Grant of Easement.** Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto each Grantee, and their successors and assigns, in perpetuity, a non-exclusive easement (the "**Easement**") over, under, through, and across the Tract contiguous to each Owner's Lot as described on **Exhibit A** attached hereto (the "**Easement Area**"), to own, access, construct, install, repair, replace, operate and/or maintain Drainage Pipes, together with rights of ingress and egress on and over the Easement Area as necessary for the use and enjoyment of the Easement herein granted. Grantees shall at all times construct, install, repair, replace, operate and/or maintain the Drainage Pipes consistent with applicable permits, approvals, and law.

3. **Responsibility for Drainage Pipes.** Grantee shall remain fully responsible for, and shall assume all costs and obligations associated with, the ownership, construction, installation, repair, replacement, operation and/or maintenance of any Drainage Pipes that Grantees choose to install within the Easement Area.

4. **Non-Interference.** Grantee shall not unreasonably interfere with the right of ingress or egress of Grantor, its successors and assigns, or any other party requiring access to the Easement Area or to any property abutting the Easement Area.

5. **Indemnification.** Each Grantee shall indemnify and hold Grantor harmless, as well as all of Grantor's supervisors, staff, agents, and representatives, from and against any claims, losses, or liabilities arising out of or related to that Grantee's ownership, construction, installation, repair, replacement, operation and/or maintenance of any Drainage Pipes that such Grantee chooses to install within the Easement Area.

6. **Damage.** In the event that a Grantee, or its employees, agents, assignees, or contractors cause damage to the Easement Area or any of the improvements located within the Easement Area, or cause damage to Grantor's other property or any improvements located thereon, in the exercise of the easement rights granted herein, that Grantee shall, at its sole cost and expense, commence and diligently pursue the restoration of the same and the improvements so damaged to as nearly as practical to the original condition and grade within thirty (30) days after receiving written notice of the occurrence of any such damage. Further, a Grantee shall allow no lien to attach to the Easement Area or any improvements located on said property or Grantor's other property arising out of work performed by, for, or on behalf of such Grantee. Such Grantee shall pay or transfer to other security all such liens, claims or demands before any action is brought to enforce the same against the Easement Area or Grantor.

7. **Binding Effect.** This Easement and all of the provisions of this Easement shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Area.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused this Easement to be executed on the day and year first above written.

WITNESSES:

**LAKEWOOD RANCH GOLF COMPANY,
L.L.C.,** a Florida limited liability company

By: *[Signature]*
Name: **Susan Chaney-Prancevic**

By: SMR Recreation Properties, LLC, a Florida limited liability company, its sole member

By: *[Signature]*
Name: **Tamara Harris**

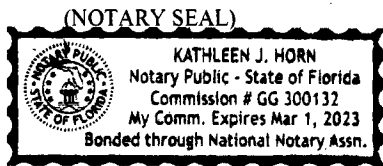
By: Schroeder-Manatee Ranch, Inc., a Delaware corporation, its sole member

By: *[Signature]*
Name: **ANTHONY J. CHIOFALO**
Title: **VICE PRESIDENT**

**STATE OF FLORIDA
COUNTY OF MANATEE**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23rd day of JUNE, 2021, by ANTHONY J. CHIOFALO as VICE PRESIDENT of the Schroeder-Manatee Ranch, Inc., a Delaware corporation, as sole member of SMR Recreation Properties, LLC, a Florida limited liability company, as sole member of Lakewood Ranch Golf Company, L.L.C., a Florida limited liability company, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Kathleen J. Horn
NOTARY PUBLIC, STATE OF FLORIDA



Name: **Kathleen J. Horn**
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

Joinder of Mortgagee

The Northern Trust Company, an Illinois banking corporation, mortgagee under that certain Consolidated, Amended and Restated Mortgage and Security Agreement dated February 16, 2012 and recorded in Official Records Book 2409, Page 3412, as modified by that certain Modification of Promissory Note, Mortgage and Loan Documents and Spreader Agreement dated as of August 16, 2013 and recorded in Official Records Book 2489, Page 3499, and by that certain Modification of Promissory Note, Mortgage and Loan Documents and Spreader Agreement dated December 17, 2014 and recorded in Official Records Book 2556, Page 4158, and by that certain Modification of Promissory Note, Mortgage and Loan Documents and Receipt for Future Advance dated August 9, 2018 and recorded in Official Records Book 2742, Page 5649, all of the public records of Manatee County, Florida (collectively, the "Mortgage"), which Mortgage encumbers the property described in Exhibit A of the foregoing Grant of Easement, hereby joins in said document solely for the limited purpose of evidencing its consent to the execution of said document by the mortgagor, Lakewood Ranch Golf Company, L.L.C., and subordinating the lien of its Mortgage to the easement.

WITNESSES:

The Northern Trust Company,
an Illinois banking corporation

Sally Chalmers
Print Name Sally Chalmers

By: Dimitrios Vafeas

Name: Dimitrios Vafeas

William H. Piper, Jr.
Print Name William H. Piper, Jr.

Title: Sr. Vice President

STATE OF FLORIDA)
COUNTY OF Manatee)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2 day of July, 2021, by Dimitrios Vafeas as Sr. Vice President of The Northern Trust Company, an Illinois banking corporation, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

William H. Piper, Jr.
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: William H. Piper, Jr.
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

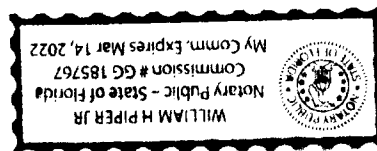


EXHIBIT A

**LEGAL DESCRIPTION OF
THE LAKE AND DRAINAGE TRACTS**

Tract 505D, COUNTRY CLUB EAST AT LAKEWOOD RANCH, Subphase QQ, Unit 2 aka Secret Harbor, a Subdivision, as per the Plat thereof recorded in Plat Book 54, Pages 59 through 64, of the Public Records of Manatee County, Florida.

Tract 505D, COUNTRY CLUB EAST AT LAKEWOOD RANCH, Subphase RR, aka Haddington, a Subdivision, as per the Plat thereof recorded in Plat Book 55, Pages 60 through 66, of the Public Records of Manatee County, Florida.

EXHIBIT B

ADJACENT RESIDENTIAL LOTS

Lots 21 through 34, COUNTRY CLUB EAST AT LAKEWOOD RANCH, Subphase QQ, Unit 2 aka Secret Harbor, a Subdivision, as per the Plat thereof recorded in Plat Book 54, Pages 59 through 64, of the Public Records of Manatee County, Florida.

Lots 23 through 53, COUNTRY CLUB EAST AT LAKEWOOD RANCH, Subphase RR, aka Haddington, a Subdivision, as per the Plat thereof recorded in Plat Book 55, Pages 60 through 66, of the Public Records of Manatee County, Florida.